

**M06-03972**

Klamath County, Oregon

03/03/2006 03:00:12 PM

Pages 2 Fee: \$26.00

**WELL AGREEMENT**

AGREEMENT, \_January 31, 2006, between Ray West \_\_\_\_\_ (First Party), and Ray West \_\_\_\_\_ (Second Party).

**WITNESSETH:**

First Party(ies) is the owner(s) of the following described real property:

Lot 1, Block 39, Klamath Falls Forest Estates Highway 66 Unit, Plat No.2 according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon

Second Party(ies) is the owner(s) of the following described real property:

Lot 2, Block 39, Klamath Falls Forest Estates Highway 66 Unit, Plat No.2, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon

First Party have upon their property a well, which the parties wish to allow Second Party to use for their domestic water supply.

The Parties wish to enter into an agreement for the operation, maintenance and repair of said well,

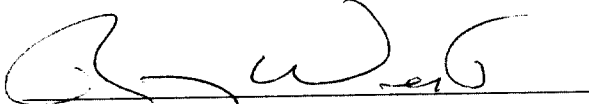
NOW, THEREFORE, in consideration of the premises, the parties covenant and agree to and with each other as follows:

- (1) Each of the parties shall be solely responsible for the maintenance, repair and replacement of the water lines from the shut off valve at the pump house to their own premises, but the cost of all future maintenance, replacements and improvements, and electricity for the pump, of the well and casing shall be born equally by the parties and their heirs and /or assigns. It is agreed that the cost of the electricity for the pump house shall be at the rate of \$6.00 per month per parcel from the time of execution of this document and parties shall have the right to renegotiate this fee annually based on the Pacific Power & Light calculations.
- (2) First Parties grant to Second Parties, their heirs, grantees and/or assigns for the benefit of Second Parties' said property, perpetual right in and to said water well and of ingress and egress upon said property of First Parties for the sole purpose of replacing the pipes from the shut off valve at the pump house to the Second parties premises.
- (3) It is mutually covenanted and hereby agreed by all the parties hereto on behalf of themselves, their heirs, grantees and/or assigns, that in the event that any owner of either of said parcels of land shall at any time hereafter institute any suit, action or proceeding to enforce any of the covenants or agreements herein contained and/or for damages for the breach of same, that the Court may award the prevailing party in such suit, action or proceeding such sums as it may adjudge reasonable for said prevailing party's Attorney's fees therein; in addition to the usual costs and disbursements provided by law.
- (4) This Agreement shall bind and inure to each of said parcels of land and be appurtenant thereto and run therewith.

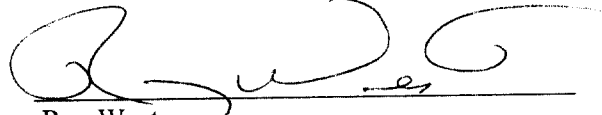
\$26-A

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first herein written.

First Party

  
Ray West

Second Party

  
Ray West

STATE OF OREGON                    )  
  )ss  
County of Klamath                )

On January 31, 2006 personally appeared the above named Ray West  
and \_\_\_\_\_ who acknowledged the foregoing instrument to be his  
voluntary act and deed.

Before me: M.A. Silveria  
Notary Public for: Oregon  
My Comm expires: 3/10/09

